

ATTACHMENT

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ATTACHMENT A TO DEPOSITION SUBPOENA

For purposes of these Topics, in addition to those definitions and rules of construction set forth in Local Rule 26.3, the below terms and phrases set forth below shall have the following meanings:

1. “Agreement” means the November 2020 Master Manufacturing Supply Agreement between Bionpharma Inc. and CoreRx, Inc., attached to the Complaint as Exhibit A (D.I. 1-1), a copy of which is attached to this subpoena as Exhibit 1.
2. “Product” means enalapril oral solution, 1mg/mL, manufactured by CoreRx for Bionpharma.
3. “CoreRx” means CoreRx, Inc., and its officers, directors, employees, and persons representing or acting on its behalf including without limitation its counsel (including individuals at Buchanan Ingersoll & Rooney).
4. “NovaQuest” means NovaQuest Capital Management and their respective funds or corporate entities managed by NovaQuest Capital Management, including its officers, directors, employees, partners, subsidiaries, and persons representing or acting on its behalf including without limitation its counsel.
5. “Case” means *Bionpharma Inc. v. CoreRx, Inc.*, Case No. 21-cv-10656-JGK (S.D.N.Y.).
6. “First Florida Suit” means *Azurity Pharmaceuticals, Inc. v. CoreRx, Inc.*, Case No. 21-cv-02515-VMC-SPF (M.D. FL.).
7. “Second Florida Suit” means *Azurity Pharmaceuticals, Inc. v. CoreRx, Inc.*, Case No. 22-cv-00784-SDM-AAS (M.D. FL.).

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8. "CoreRx-Azurity Settlement" means the Litigation Settlement Agreement entered into between CoreRx, Inc. and Azurity Pharmaceuticals, Inc. (D.I. 54-1), a copy of which is attached to this subpoena as Exhibit 2.

9. "Azurity patents" means each of United States Patent Nos. 9,669,008, 9,808,442, 10,039,745, 10,154,987, 10,772,868, 10,786,482, 11,040,023, 11,141,405, and 11,173,141.

TOPICS FOR DEPOSITION

Topic No. 1.

The Agreement, including Azurity's knowledge thereof, and communications between and among Azurity and/or its counsel on the one hand, and either or both of (i) CoreRx and/or its counsel, or (ii) NovaQuest and/or its counsel on the other hand concerning the Agreement.

Topic No. 2.

This Case, including Azurity's knowledge thereof, and communications between and among Azurity and/or its counsel on the one hand, and either or both of (i) CoreRx and/or its counsel, or (ii) NovaQuest and/or its counsel on the other hand, concerning this Case.

Topic No. 3.

The First Florida Suit, including the decision to bring the First Florida Suit, and communications between and among Azurity and/or its counsel on the one hand, and either or both of (i) CoreRx and/or its counsel, or (ii) NovaQuest and/or its counsel on the other hand, concerning the First Florida Suit.

Topic No. 4.

The Second Florida Suit, including the decision to bring the Second Florida Suit, and communications between and among Azurity and/or its counsel on the one hand, and either or both of (i) CoreRx and/or its counsel, or (ii) NovaQuest and/or its counsel on the other hand, concerning the Second Florida Suit.

Topic No. 5.

The drafting, negotiation, and execution of CoreRx-Azurity Settlement, including communications between and among Azurity and/or its counsel on the one hand, and either or both of (i) CoreRx and/or its counsel, or (ii) NovaQuest and/or its counsel on the other hand, concerning the drafting, negotiation, and execution of the CoreRx Settlement.

Topic No. 6.

The effect and enforcement of the CoreRx-Azurity Settlement, including communications between and among Azurity and/or its counsel on the one hand, and either or both of (i) CoreRx and/or its counsel, or (ii) NovaQuest and/or its counsel on the other hand, concerning the effect and enforcement of the CoreRx Settlement.

Topic No. 7.

Agreements or contracts between Azurity and CoreRx including any joint defense agreement, common-interest agreement, and communications between and among Azurity and/or its counsel on the one hand, and either or both of (i) CoreRx and/or its counsel, or (ii) NovaQuest and/or its counsel on the other hand, concerning agreements or contracts between Azurity and CoreRx.

Topic No. 8.

Any indemnification or defense of CoreRx by Azurity including communications between and among Azurity and/or its counsel on the one hand, and either or both of (i) CoreRx and/or its counsel, or (ii) NovaQuest and/or its counsel on the other hand, concerning the indemnification or defense of CoreRx by Azurity.

Topic No. 9.

Communications between and among Azurity and/or its counsel on the one hand, and either or both of (i) CoreRx and/or its counsel, or (ii) NovaQuest and/or its counsel on the other hand, concerning the Azurity patents.